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FILED
U.S. DISTRICT COURT
DISTRICT OF WYOMING

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Stephan Harris, Clerk
Cheyenne

**UNITED STATES DISTRICT COURT
DISTRICT OF WYOMING**

Docket No. 10-CV-173-D

HOWARD WILLIS)
)
Plaintiff,)
)
vs.)
)
NATIONWIDE ADVANTAGE MORTGAGE,)
)
Defendant.)

ANSWER BY DEFENDANT NATIONWIDE ADVANTAGE MORTGAGE COMPANY

COMES NOW, Defendant Nationwide Advantage Mortgage Company, by and through its undersigned counsel, John M. Kuker of Romsa & Kuker, LLC and hereby submits its Answer to Plaintiff's "Ammended (sic) Complaint" in the above-captioned matter as follows:

1. With regard to the averments contained in Paragraph 1, Defendant Nationwide admits that it ultimately become owner of a note and mortgage related to monies loaned to Plaintiff in association with the purchase of certain real property known as 2525 County Road 218, Cheyenne, Laramie County, Wyoming. Defendant denies all other allegations in said paragraph.

2. With regard to the averments contained in Paragraph 2, Defendant Nationwide admits that it ultimately become owner of a note and mortgage related to monies loaned to Plaintiff in association with the purchase of certain real property known as 2525 County Road 218, Cheyenne, Laramie County, Wyoming. Many of the other allegations in this paragraph are

legal conclusions and/or argument to which no response is required. Defendant denies all other allegations in said paragraph.

3. With regard to the averments contained in Paragraph 3, Defendant Nationwide admits that it ultimately become owner of a note and mortgage related to monies loaned to Plaintiff in association with the purchase of certain real property known as 2525 County Road 218, Cheyenne, Laramie County, Wyoming. Many of the other allegations in this paragraph are legal conclusions and/or argument to which no response is required. Defendant denies all other allegations in said paragraph.

4. With regard to the averments contained in Paragraph 4, Defendant Nationwide admits that it ultimately become owner of a note and mortgage related to monies loaned to Plaintiff in association with the purchase of certain real property known as 2525 County Road 218, Cheyenne, Laramie County, Wyoming. Many of the other allegations in this paragraph are legal conclusions and/or argument to which no response is required. Defendant denies all other allegations in said paragraph.

5. Defendant is without sufficient information to admit or deny the allegations contained in paragraphs 5 through 21.

6. With regard to the averments contained in Paragraph 22, Defendant Nationwide admits that it ultimately become owner of a note and mortgage related to monies loaned to Plaintiff in association with the purchase of certain real property known as 2525 County Road 218, Cheyenne, Laramie County, Wyoming. Many of the other allegations in this paragraph are legal conclusions and/or argument to which no response is required. Defendant denies all other allegations in said paragraph.

7. With regard to the averments contained in Paragraph 23, many of the allegations in this paragraph are legal conclusions and/or argument to which no response is required. Defendant is without sufficient information to admit or deny the factual allegations in the paragraph if any, and therefore denies the same. Defendant specifically denies all other allegations in said paragraph.

8. With regard to the averments contained in Paragraphs 24 through 109, most of the allegations in these paragraphs are legal conclusions and/or argument to which no response is required. Defendant is without sufficient information to admit or deny any of the factual allegations in these paragraphs if any and therefore denies the same. Defendant specifically denies all other allegations in said paragraphs.

AFFIRMATIVE DEFENSES

1. Plaintiff fails to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the doctrines of unclean hands and equitable estoppel.
3. Plaintiff's claims are offset by the damages sustained by Defendant and the deficiency following foreclosure of the property by Defendant.
4. Plaintiff's claims are barred by its own material breaches of the applicable agreements between the parties.
5. The note and mortgage applicable to this case provide that Defendant is entitled to its reasonable attorneys' fees in the event of litigation related to the loan.

WHEREFORE Defendant prays that Plaintiff's "Ammended (sic) Complaint" be dismissed with prejudice and that the Court award the Defendant a reasonable amount for its attorneys' fees incurred in the defense of this action, together with court costs and other costs to

be determined by the Court, and for such other and further relief as the Court deems equitable in the premises.

DATED this 22 day of November, 2010.

NATIONWIDE ADVANTAGE MORTGAGE COMPANY,
Defendant

By: 

John M. Kuker, Wy Bar #: 6-3452

ROMSA & KUKER, LLC

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing, **ANSWER** was served upon the following this 22nd day of November, 2010 as follows:

Howard Willis
2525 County Road 218
Cheyenne, WY 82009

☒ U.S. MAIL
☐ FED EX
☐ FAX
☐ HAND DELIVERED



ROMSA & KUKER, LLC